

**ORDINANCE No. 2025-14**

**AN ORDINANCE OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF  
QUINTON, SALEM COUNTY STATE OF NEW JERSEY AUTHORIZING THE  
CONVEYANCE OF A CERTAIN EASEMENT UPON NO LONGER NEEDED FOR  
PUBLIC USE PURSUANT TO N.J.S.A. 40A:12-13(b)(5)**

**WHEREAS**, the Township of Quinton is the owner of certain lands within the Township of Quinton;  
and

**WHEREAS**, Mayor and Township Committee do hereby determine that an interest in the nature of an  
easement as described in Schedule A is no longer needed for public use; and

**WHEREAS**, the Mayor and Township Committee desires to make available for public sale said easement  
in accordance with N.J.S.A. 40A:12-13(a) with the right of prior refusal to be afforded to adjacent property  
owners pursuant to N.J.S.A. 40A:12-13.2.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Township Committee, as follows:

**Section 1. Purpose and Authorization for Sale**

The purpose of this Ordinance is to authorize and establish procedures for conducting a public auction to  
grant rights to an access-only easement over real property owned or controlled by the Quinton Township,  
to ensure a fair and transparent process, and to impose restrictions limiting the use of the easement strictly  
to access purposes. The Mayor and Township Committee hereby declare that the easement described in  
Schedule A is no longer needed for public use and should be conveyed in accordance with the appropriate  
statutes of the State of New Jersey.

**Section 2. Definitions**

For purposes of this Ordinance, the following terms shall have the meanings set forth below:

- A. "Access-Only Easement" means a nonpossessory interest in land granting the holder the limited  
right to pass and repass for ingress and egress to and from a specified parcel or location, together  
with the right to undertake routine maintenance reasonably necessary to keep the easement  
accessible, and expressly prohibiting any other use, occupation, storage, encroachment, utility  
placement, installation of improvements except as expressly authorized in the Easement  
Instrument, or commercialization of the easement area.
- B. "Auction" or "Public Auction" means a competitive, public sale process conducted by or on  
behalf of the Township of Quinton, in which qualified bidders submit bids for the grant of rights  
to the Access-Only Easement, and the award is made in accordance with the criteria established in  
this Ordinance and the Auction Notice.
- C. "Auction Notice" means the public notice issued by the Township of Quinton specifying the time,  
place, format, terms, and conditions of the Auction, including the legal description of the  
easement corridor, bidder qualification requirements, bid submission procedures, and evaluation  
and award criteria.

- D. "Easement Instrument" means the written instrument, in a form approved by the Township Attorney and authorized by the Quinton Township Committee, by which the Access-Only Easement is granted to the successful bidder, subject to all restrictions and conditions set forth therein and in this Ordinance.
- E. "Qualified Bidder" means a person or entity that meets the minimum qualifications, financial assurances, and registration requirements set forth in the Auction Notice and this Ordinance.
- F. "Responsible and Responsive Bid" means a bid timely submitted by a Qualified Bidder that conforms in all material respects to the requirements of the Auction Notice and demonstrates the bidder's ability to satisfy all obligations associated with the Access-Only Easement.

### **Section 3. Authorization**

The Mayor and Township Committee hereby authorize and direct the Municipal Clerk to offer for sale to the highest bidder by open public sale at auction, the Access-Only easement described in Schedule A attached hereto and made a part hereof, subject to the procedures and restrictions set forth herein. The Township Clerk is authorized to prepare and issue the Auction Notice, conduct the Auction, and recommend award to the Township Committee, subsequent to the receipt of refusals to purchase said easement by the contiguous property owners who have such a right pursuant to N.J.S.A. 40A:12-13.2.

### **Section 3. Terms and Conditions of Auction**

- a. The public sale shall take place at the Elsinboro Municipal Building, 885 Quinton Road, Quinton NJ 08072, New Jersey 08079 on January 21, 2026 at 6:00 P.M. or as soon thereafter as the matter may be heard and publicly announced, provided the sale is not canceled.
- b. The minimum bid is \$10.00.
- c. The easement shall be for access only.
- d. The public auction, if not canceled, shall take place by open public sale at auction to the highest bidder.
- e. The successful bidder at the time of sale must present a certified check, money order or cash in the amount of ten (10%) percent of the bid. The balance of the purchase price, together with the costs of sale and legal expenses, shall be paid at closing which shall occur not later than thirty (30) days following the acceptance of the bid by resolution adopted by the Borough. The purchaser shall be entitled to possession immediately following closing of title. In the event the successful bidder fails to close on the property, said bidder shall forfeit the ten percent (10%) deposit.
- f. At closing of title, purchaser shall submit an additional sum of money equal to the costs of all advertising of the sale and, if requested, the recording of the Township Deed.
- g. The Borough reserves the right to accept or reject any and all bids at the public sale.
- h. Purchaser also agrees to pay all settlement costs, including those normally charged to seller.
- i. In the event that contiguous property owners exercise their right to purchase in accordance with N.J.S.A. 40A:12-13.2, the sale shall be made to the highest bidder among them. If only one contiguous property owner extends an offer to purchase said lot, the same shall be conveyed to that person, provided the price offered is at least the minimum value of the property as set forth in Schedule A and the offer is acceptable to the Township of Quinton.

- j. All conveyances by the Township shall be made by Deed granting an easement only. Purchaser shall furnish at their own cost and expense a metes and bounds or other legal description of the property prior to the date of conveyance by the Borough. If no such description is received, the conveyance shall be made by Quitclaim Deed and by utilization of tax lot and block designations.
- k. Acceptable bids shall be confirmed by resolution of the Township Committee no later than the next regular meeting of the Township committee following the date of such sale. The Township reserves the right to waive any and all defects and informalities in any proposal and to accept or reject the highest responsible and responsive bid deemed to be in the best interest of the Township. No bid shall be considered finally accepted until passage of a resolution by the Township Committee as set forth above.
- l. This Ordinance shall constitute and serve as the public notice to be published in a newspaper circulating in the Borough at least once a week for two (2) consecutive weeks, the last publication being not earlier than seven (7) days prior to the date set forth for the public sale.

#### **Section 4. Easement Conditions and Restrictions.**

##### **4.1 Conditions and Restrictions**

The Access-Only Easement shall be limited strictly to ingress and egress for pedestrian and/or vehicular access to and from the benefited property identified in the Easement Instrument.

No other use is permitted, including but not limited to: parking; storage; loading or unloading; staging; outdoor dining; commercial vending; advertising; utilities installation; grading or landscaping beyond routine maintenance; erection of structures, gates, or fences; or any occupancy or encroachment beyond pass-through access.

The easement shall be non-exclusive unless expressly stated otherwise in the Easement Instrument, and shall remain subject to the Quinton's, its successor and assigns, concurrent use and the rights of public utilities and other easements of record.

##### **4.2 Improvements and Maintenance.**

No improvements may be constructed or installed within the easement area.

The easement holder shall, at its sole expense, maintain the easement area in a safe and passable condition, free of obstructions, debris, and hazards, and shall promptly repair any damage caused by its use.

##### **4.3 Compliance with Law; Permits.**

Use of the Access-Only Easement is subject to all applicable federal, state, and local laws, regulations, and permit requirements. The easement holder shall obtain and maintain all required permits and approvals and shall comply with any conditions thereof.

##### **4.4 No Transfer without Consent**

The Access-Only Easement may not be assigned, conveyed, sublicensed, or otherwise transferred, in whole or in part, without prior written consent of the Quinton Township, which may be withheld in its reasonable

discretion unless assignment is to a successor owner of the benefited parcel, in which case consent shall not be unreasonably withheld.

#### **4.5 Term; Termination.**

- The term of the Access-Only Easement shall be as specified in the Easement Instrument: perpetual.
- The Township of Quinton may terminate the easement for material breach of the restrictions or conditions after written notice and failure to cure within 30 days, or such longer cure period as specified in the Easement Instrument, provided that immediate suspension may be ordered for imminent threats to public safety.

#### **4.6 Indemnity and Insurance.**

- The easement holder shall indemnify, defend, and hold harmless the Quinton Township, its officers, employees, and agents from and against claims, damages, liabilities, and expenses arising out of or related to the easement holder's use of the easement, except to the extent caused by the sole negligence or willful misconduct of the Township of Quinton.
- The easement holder shall maintain insurance of the types and limits specified in the Auction Notice and Easement Instrument, naming the Township of Quinton as an additional insured, and shall provide certificates of insurance prior to execution.

### **Section 5 Compliance and Enforcement.**

#### **5.1 Monitoring and Inspections.**

The Code Enforcement officer is authorized to monitor compliance and to enter upon the easement area at reasonable times to inspect for compliance with this Ordinance and the Easement Instrument.

#### **5.2 Notices of Violation; Remedies.**

Upon determination of a violation, the Code Enforcement Officer may issue a written notice of violation specifying the nature of the noncompliance and directing corrective action within 10 days, or such shorter period as warranted by public safety.

Failure to timely cure may result in enforcement actions including: civil fines in the amount of \$250.00 per day of violation; suspension of easement rights; recovery on any bond; and termination pursuant to Section 5.5.

The Township of Quinton may seek injunctive relief or specific performance in a court of competent jurisdiction.

The easement holder shall be responsible for all costs of enforcement, including reasonable attorneys' fees, to the extent permitted by law and the Easement Instrument.

#### **5.3 Emergency Action.**

In the event of an imminent threat to public health or safety or significant interference with public operations, the Township of Quinton may immediately suspend use of the easement area and require prompt abatement, without prior notice, subject to subsequent hearing rights as provided in the Easement Instrument.

**Section 6. Reservation of Rights.**

The Township of Quinton reserves the right to use, manage, repair, relocate, or permit others to use the property burdened by the Access-Only Easement, provided such actions do not unreasonably interfere with the easement holder’s access rights as defined in the Easement Instrument.

**Section 7. Non-Waiver.**

Failure of the Township of Quinton to enforce any provision of this Ordinance or the Easement Instrument shall not constitute a waiver of the right to enforce such provision thereafter.

**Section 7. Marketing and Notification of Auction**

The Township Committee directs that notice of the auction be posted in the Municipal Building, that the sale be advertised in local newspapers and on the municipality’s website within 5 days of the adoption of this ordinance, at least once a week for two (2) consecutive weeks, the last publication being not earlier than seven (7) days prior to the date set forth for the public sale.

**Section 8. Execution of Documents**

Acceptable bids shall be confirmed by Resolution of the Township Committee no later than the first regular meeting of the Township Committee following the date of such sale. Upon the adoption of such Resolution, the Mayor, or their designated representative, is hereby authorized to execute all necessary documents to effectuate the sale of the lands described in this resolution.

**Section 9. Reporting of Sale**

The Municipal Clerk shall file with the Director of the Division of Local Government Services in the Department of Community Affairs, sworn affidavits verifying the publication of advertisements as required by this subsection N.J.S.A. **40A:12-13(b)(5)**

**Section 10. Effective Date**

This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

**Section 11. Authority to Implement.**

The Quinton Township Municipal Clerk is authorized to take all actions necessary to implement this Ordinance, including issuance of the Auction Notice, selection of the auction format, execution of the Easement Instrument in a form approved by the Township Solicitor, and execution of ancillary documents to effectuate the grant

TOWNSHIP OF QUINTON

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MARJORIES SPERRY, Mayor

ATTEST:

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Emily Thalwitzer, Deputy Clerk

**NOTICE**

This Ordinance was introduced for first reading and approval at a Regular meeting of the Quinton Township Committee held on December 2, 2025 at 6:00 pm in the Quinton Municipal Building, 885 Quinton Road, Quinton NJ 08072, and after posting and publication according to law it will be presented for public hearing and adoption on December 30, 2025 at 6:00 pm at a meeting of the Quinton Township Committee.

Emily Thalwitzer, Deputy Clerk

EXHIBIT A

**"Description of 20' Wide Access Easement  
on lands of the Township of Quinton"  
Date: January 10, 2025, Revised 3/11/2025  
On Block 34, Lot 23.01  
Quinton Township, Salem County, New Jersey**

**Beginning** at a stone (found), in the southwesterly line of lot 23.01, block 34, (lands now or formerly of The Township of Quinton, recorded in deed book 580 page 846), marking a common corner between lots 36, (lands now or formerly of Thomas Gary DeFrehn and Julie A. DeFrehn, h/w, recorded in deed book 1206 page 272) and 39.01, (lands now or formerly of Lawrence S. Winkels, Sr. and Frances J. Winkels, h/w, recorded in deed book 1176 page 24), block 34, having New Jersey State Plane Coordinates of **North 252737.384 feet** and **East 241038.091 feet** NAO 83 (2011) System, and from said Beginning Point and running in said New Jersey State Plane Coordinate Bearing System; Thence

- 1) Along the northeasterly line of lot 39.01, block 34, (also being the southwesterly line of lot 23.01, block 34), North nineteen degrees forty two minutes eleven seconds West, (**N 19°42'11" W**), a Distance of fifty two and fifty five hundredths feet, (**52.55'**), to an iron pin (set), in same, being a common corner of lots 23.01 and 25, (lands now or formerly of Thomas Gary DeFrehn and Julie A. Hassler DeFrehn, h/w, recorded in deed book 1179 page 242), block 34; Thence
- 2) Along the southeasterly line of lot 25, block 34, (also being the northwesterly line of lot 23.01, block 34), North sixty seven degrees thirty minutes forty eight seconds East, (**N 67°30'48" E**), passing over a bent iron pipe (found), 2.05 feet from the beginning of this course, a total Distance of twenty and three hundredths feet, (**20.03'**), to a point in same; Thence
- 3) Running within lot 23.01, block 34, South nineteen degrees forty two minutes eleven seconds East, (**S 19°42'11" E**), a Distance of fifty three and eighty four hundredths feet, (**53.84'**), to a point; Thence
- 4) Still running within lot 23.01, block 34, South seventeen degrees fifty one minutes twenty two seconds East, (**S 17°51'22" E**), a Distance of fifty two and eighteen hundredths feet, (**52.18'**), to a point in the northwesterly line of lot 29, block 34, (lands now or formerly of Thomas Gary DeFrehn and Julie A. Hassler DeFrehn, h/w, recorded in deed book 1179 page 242); Thence
- 5) Along the northwesterly line of lot 29, block 34, (also being the southeasterly line of lot 23.01, (block 34), South seventy two degrees forty five minutes forty eight seconds West, (**S 72°45'48" W**), a Distance of twenty and one hundredth feet, (**20.01'**), to a point corner to same, in the northeasterly line of lot 36, block 34, (lands now or formerly of Thomas Gary DeFrehn and Julie A. DeFrehn, h/w, recorded in deed book 1206 page 272), being near a bent iron pipe (found), 0.90 feet north and 0.90 feet west of corner; Thence
- 6) Along the northeasterly line of lot 36, block 34, (also being the southwesterly line of lot 23.01, block 34), North seventeen degrees fifty one minutes twenty two seconds West, (**N 17°51'22" W**), a Distance of fifty one and sixty four hundredths feet, (**51.64'**), to the Point and Place of Beginning.

Containing 0.048 acres of land, more or less. {2,103 sq.ft., more or less}.

The above description was written pursuant to a survey of the Farmland Preservation Easement, on the property of Thomas G. DeFrehn and Julie A. DeFrehn, h/w, known and designated as block 34, new lots 25 and 29, (former lots 25, 26, 27, 28, 29 & 36), on the Municipal Tax Maps of the Township of Quinton, County of Salem, State of New Jersey, said survey was prepared by Harris Surveying, Inc., 199 Route 526, Allentown, N.J. 08501, dated May 17, 2024, last revised 3/11/2025, marked as file no. 240021.

HARRIS SURVEYING, INC.  
KEVIN P. HARRIS  
PROFESSIONAL LAND SURVEYOR  
N.J. LICENSE NO. 34857  
Date: January 10, 2025, Revised 3/11/2025